



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Wayne, County of and Wayne County Supervisory Employees Unit 9100, CSEA, Local 1000, AFSCME, AFL-CIO, Wayne County Local 859 (2006)**

Employer Name: **Wayne, County of**

Union: **Wayne County Supervisory Employees Unit 9100, CSEA, AFSCME, AFL-CIO**

Local: **1000, Wayne County 859**

Effective Date: **01/01/06**

Expiration Date: **12/31/10**

PERB ID Number: **7124**

Unit Size: **53**

Number of Pages: **59**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>



PST 1 7124

**CONTRACT**

*between*

**THE COUNTY OF WAYNE, NEW YORK**

**and**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**WAYNE COUNTY LOCAL 859**

**WAYNE COUNTY SUPERVISORY EMPLOYEES**

**UNIT 9100**



**January 1, 2006 - December 31, 2010**

**RECEIVED**

**APR 24 2008**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>PAGE</b>
1. RECOGNITION	2
2. ASSOCIATION SECURITY	3
3. MANAGEMENT RIGHTS	6
4. ANNUAL LEAVE	6
5. MILITARY LEAVE	8
6. BEREAVEMENT LEAVE	9
7. LEAVE OF ABSENCE	10
8. HOLIDAYS	10
9. SICK LEAVE	12
10. RETIREMENT PROGRAM	14
11. PROMOTIONS	14
12. WORKWEEK	15
13. OVERTIME	17
14. SALARIES AND WAGES	19
15. HEALTH INSURANCE	20
15A. DISABILITY INSURANCE	25
16. OTHER COMPENSATION	25
17. DURATION	27
18. PROBATIONARY PERIOD OF EMPLOYMENT	27
19. VACANCIES	28
20. SENIORITY	29
21. SEPARABILITY AND CONSTRUCTION	31
22. COMPLIANCE WITH LAW	32
23. GRIEVANCE PROCEDURE	32
24. TUITION REIMBURSEMENT	37
25. HEALTH AND SAFETY COMMITTEE	38
MEMORANDUM OF AGREEMENTS	38 - 46
APPENDIX "A" SALARY SCHEDULES	47 - 56

THIS AGREEMENT is made pursuant to Article XIV of the Civil Service Law of the State of New York and entered into as of the 1st day of January, 2006, between the County of Wayne, hereinafter referred to as "County" and the CSEA Local 1000 AFSCME, AFL/CIO, Wayne County Local 859, Wayne County Supervisory Employees Unit 9100, hereinafter referred to as the "Association."

## **ARTICLE 1. RECOGNITION**

### **Section 1. Bargaining Unit**

The County hereby recognizes the Association as the sole and exclusive negotiating agent for all employees of the County excluding elected and appointed officials, department heads, Director of Nursing Services, Criminal Investigator in District Attorney's Office, Sheriff's Lieutenants, Court Security Officers, Corrections Officers, Employees represented by IUE, Managerial Employees and Managerial Support Staff not subject to collective bargaining agreements, Deputy Sheriffs, professional caseworkers of the Social Services Department, part time (working less than forty (40) hours per month), temporary employees, seasonal, substitutes and high school and college students. Specific job titles included within the unit at this time are contained in the salary schedule annexed hereto.

All jobs reporting to the Board of Supervisors or which are otherwise determined to be confidential or managerial shall be excluded from the unit.

### **Section 2. Obligations of the Association**

The Association expressly agrees, as a condition of the recognition contained in this article, not to engage in a strike, slow down or other work stoppage, not to instigate, encourage or condone the same.

### **Section 3. Discrimination**

The County and the Association agree to perform their respective functions without regard to an employee's race, creed, color, national origin, age, sex, disability, marital status or sexual orientation.

### **Section 4. Term**

The recognition herein shall be for the maximum period provided by law.

## **Section 5.**

As used herein, male pronouns also include female, singulars also include plurals, and vice versa.

# **ARTICLE 2. ASSOCIATION SECURITY**

## **Section 1. Wage Deductions**

The County shall deduct from the wages of employees within the bargaining unit regular membership dues, and other authorized deductions, such as premiums for Association policies, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction(s).

The County shall remit such monies deducted monthly to: The Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The Association hereby agrees to hold the County harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this article.

### **Section 1(A). Agency Shop**

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association Inc., 143 Washington Avenue, Albany, New York 12210.

## **Section 2. Discrimination**

Membership in the Association shall be voluntary, and the County agrees that there shall be no discrimination, interference, restraint or coercion by the County, or any of its agents against any employee because of his membership in the Association or because of any lawful activities on behalf of the Association.

## **Section 3. Association Business**

The Association may designate one or more delegates to attend conventions of the Association. Each year there shall be allowed to the Association a total of twelve (12) days leave with pay which shall be shared by the delegates. The President of the Association shall file written notice in the Office of the County Administrator ten (10)

days prior to the day upon which such leave is to begin and shall specify the name(s) of the member(s) designated, date(s) requested and location of the function to be attended.

#### **Section 4. Bulletin Boards**

The Association shall have the right to post notices or other communications on existing County bulletin boards within the Department of its members. The Association, however, agrees that any item to be posted which is outside the realm of the business of the Association shall be approved by the Chairman of the Board of Supervisors in advance.

#### **Section 5. Staff Representative**

The Association staff representative may, for the purposes of administering this agreement meet with individual members on the job, providing that no inordinate interruption of work is caused by such meeting.

#### **Section 6. Negotiating Committee**

The Association may designate four (4) members to serve as a negotiating committee and such County employees shall be paid their regular salary for attending contract negotiation sessions in the event that such sessions occur during normal working hours. Members of the negotiating committee shall be granted a maximum of four hours time off with pay prior to the start of negotiations to prepare with their negotiator in the event that said meeting occurs during normal working hours. The committee can use all four hours for one meeting or can divide it up into any combination of hourly segments for a maximum of two meetings.

#### **Section 7.**

On the effective date of this Agreement, the Employer shall supply to the Wayne County Supervisors Unit of CSEA a list of all employees in the bargaining unit showing the employees full name, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the Wayne County Supervisors Unit of CSEA on a quarterly basis.

#### **Section 8. Copies of Agreement**

The County shall reproduce copies of this agreement in a form mutually agreeable to the parties. The County shall provide each member of the Unit with a copy of the Agreement. The President of the Unit will be provided with fifteen (15) extra copies. Any additional copies requested shall be provided by the County at a cost of \$2.50 per copy.



### **Section 9.**

Officers and Stewards shall be allowed to act as representatives in the handling of grievances and to perform other Association duties. Reasonable time shall be allowed without loss of pay subject however to the operating efficiencies of the department and directions of the Supervisory personnel.

The following procedure shall be used by Officers and Stewards for release time for union business:

(a) The Officer or Steward shall notify his/her immediate supervisor of the requirement for release time and shall specify the place of intended visitation, that the purpose of release time is for union business and the estimated duration of stay.

(b) Upon arrival at destination, the Officer or Steward shall notify the Department Head or designee of his/her purpose and estimated duration of stay.

(c) The Officer or Steward shall, upon return to his/her work area, notify his/her supervisor of the time of return.

(d) All notification by the Officer or Steward to his/her supervisor should be in writing whenever possible.

(e) Release time for union business shall not be unreasonably denied.

### **Section 10.**

The County shall provide a system for a payroll deposit plan with Rochester Community Savings Bank, Lyons National Bank and the Wayne County Teachers Federal Credit union for members of the bargaining unit.

It is the County's intent to increase the number of financial institutions available to employees for automatic payroll deposit and transfer. The County reserves the right to enter into an agreement with a "lead bank" to perform payroll transfers to other financial institutions. Participation in an automatic payroll deposit and transfer program shall be voluntary and at no cost to the employee.

### **Section 11.**

Members of the Board of Directors of the CSEA will be allowed time off to attend CSEA Board of Director's business meetings without loss of pay. The County will be reimbursed by CSEA for time and benefits upon their return, or within thirty (30) days, according to CSEA Rules and Regulations.

## **ARTICLE 3. MANAGEMENT RIGHTS**

### **Section 1.**

The County retains the sole right to manage its business and services and to direct the work force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for just cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

### **Section 2.**

The above rights of the County are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the County. Any and all rights, powers and authority the County had prior to entering this Agreement are retained by the County except where expressly and specifically abridged, delegated, granted or modified by this Agreement.

## **ARTICLE 4. ANNUAL LEAVE**

### **Section 1.**

(a) Employees who have less than six (6) months of service on or after the effective date of this contract shall, upon completion of 13 bi-weekly pay periods of service, be credited with seven and one-half annual leave days. Thereafter, each such employee shall earn and accumulate leave credit at the rate of one-half day per bi-weekly pay period and be credited with one additional leave day on January 1st of each year for a maximum annual total of fourteen (14) leave days. An employee shall not earn annual leave for any bi-weekly pay period unless he is in full pay status for at least five work days during such bi-weekly pay period.

(b) Upon completion of the following full years of continuous service, an employee will be credited on the employee's anniversary date of employment with the County, with additional annual leave days in accordance with the following schedule.

Completed Year of Continuous Service	Additional Annual Leave Credits
5 years	5 days
10 years	10 days

(c) A leave of absence, military leave without pay or a resignation followed by a return to work, reinstatement or re-employment in County service within one year following such leave or resignation shall not constitute an interruption of continuous service for the purpose of subdivision (b).

(d) An employee, during the calendar year, may accumulate annual leave in excess of thirty (30) days. However, no accumulation of annual leave in excess of thirty (30) days shall be permitted to be carried over from one calendar year to another.

(e) To the extent sick leave may be exhausted, an employee may request and use annual leave for purposes other than taking an annual leave. Annual leave shall not be requested, approved or taken in increments of less than one quarter (1/4) hour.

(f) In the event a holiday occurs during the period when an employee is on an approved annual leave, such day may be considered as a holiday and shall not be counted as part of the employee's annual leave.

## **Section 2.**

(a) Notice of the annual leave period desired shall be given in writing by each employee to the head of the department or his/her designee.

(b) Requests to use more than three (3) days of annual leave shall be responded to in writing within seven (7) days after the notice is received, exclusive of Saturday, Sunday or holidays.

(c) Requests to use three (3) days or less annual leave shall be responded to in writing within two (2) days after the notice is received, exclusive of Saturday, Sunday or holidays.

(d) Requests to use one (1) day or less of annual leave may be made with less than twenty-four (24) hours notice. Requests made as the result of a serious emergency shall not be unreasonably denied.

All annual leave shall be taken at a time agreed to by the department head and the employee.

**Section 3.**

Upon voluntary severance from the County where a prior twenty (20) calendar day notice has been given by the employee to the County in writing an employee shall be entitled to unused annual leave pay due at time of severance. Said unused annual leave pay shall be paid to the employee in a lump sum. The rate of annual leave pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

**Section 4.**

In determining annual leave schedules seniority shall be the determining factor when all other factors, including the needs of the County, are considered equally among employees requesting the same time period for annual leave providing the employees request their leave on the same day.

**Section 5.**

Part-time employees working 700 hours or more in the period from January – December will receive six (6) leave days per year, based upon their normal regular work day, to be used effective the following January 1.

**Section 6.**

Annual leave shall not be requested, approved or taken in increments of less than one-quarter (1/4) hour.

**Section 7.**

When an employee on annual leave becomes seriously ill or injured and has proper medical verification, the employee will be permitted to convert those annual leave days to sick days.

## **ARTICLE 5. MILITARY LEAVE**

**Section 1.**

Employees covered by this agreement will be paid for military leave in accordance with the Military Law of the State of New York.

**Section 2.**

Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the work day following receipt of official notice of such assignments.

### **Section 3.**

It will be the responsibility of each employee, in order to be paid under this Article, to present his supervisor with an official record of the time spent for the claimed period of active service.

### **Section 4.**

No employee will be required to apply his annual leave to any period of mandatory military service.

## **ARTICLE 6. BEREAVEMENT LEAVE**

### **Section 1.**

In the event of the death of an employee's spouse, parents, (including foster or step-parents), children, brother, sister, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person who is a member of his/her household (including live-ins) the employee shall be granted four (4) full days off relating to the death and/or funeral, plus the day of the funeral. The five (5) days granted will be compensated at the rate of the employee's regular day's pay.

If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled work day.

### **Section 2.**

In the event of the death of an employee's aunt, uncle, niece, nephew or cousin the employee shall be granted one (1) full day off to attend the funeral.

The one day will be compensated at the rate of the employee's regular day's pay. Should employees desire to utilize three (3) days under this section, they will be permitted to use two (2) days of accumulated sick leave in conjunction with the one (1) day granted for an aggregate of three (3) days leave.

If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled work day.

### **Section 3.**

Part-time employees will be granted 2 full days compensated at the rate of the employee's regular day's pay for bereavement leave for family members associated in SECTION 1 of ARTICLE 6 and 1 full days compensation at the rate of the employee's regular day's pay for bereavement for family members associated in SECTION 2 of ARTICLE 6. If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled workday.

**Section 4.**

In the event one (1) or more of the bereavement days in this section falls on an employee's annual leave, sick time or other paid time off, the employee shall, at his/her request, have the bereavement time substituted for the other time off work.

**ARTICLE 7. LEAVE OF ABSENCE**

**Section 1.**

Leave of absence without pay may be permitted upon request to the Department Head upon three (3) days written notice except that prior notice will not be required in an emergency situation. Leave shall be subject to the approval of the Department Head.

**Section 2.**

Maternity leave shall be handled the same as any other temporary disability.

**Section 3.**

The County shall comply with the appropriate provisions of the Family and Medical Leave Act of 1993.

**ARTICLE 8. HOLIDAYS**

**Section 1.**

The following days shall be designated paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day.

When one of the above holidays falls on a Saturday, the preceding Friday shall be designated as the holiday. When one of the above holidays falls on a Sunday, the following Monday shall be designated as the holiday.

**Section 2.**

If an employee is required to work on a holiday, the employee shall be paid at twice his normal rate for such holiday, except as otherwise provided in the Article.

**Section 3.**

When County holidays, or days off, are celebrated at other times than New York State holidays, the following departments will be minimally manned: Motor Vehicle, County Clerk, County Treasurer, Clerk of the Board of Supervisors.

This provision also applies to the day after Thanksgiving.

Employees manning these departments pursuant to this provision shall be paid at twice their normal rate.

If the County takes the necessary steps to close all County offices on the day after Thanksgiving then employees would be paid in accordance with Section 1 of this Article. The union shall receive notice ninety (90) days prior to implementation.

**Section 4.**

(a) The following days shall be designated paid holidays for shift employees (as defined in the Article entitled "Work Week") at the Wayne County Nursing Home: New Year's Day, Thanksgiving Day, Christmas Day.

Shift employees who are required to work on these days shall receive twice their normal rate of pay. Shift employees who are not scheduled to work on these days shall be paid for the day off at straight time.

(b) Shift employees at the Nursing Home shall earn one (1) floating day of paid leave in each of the following months; February, March, April, May, June, July, August, September, and October. Floating days shall be used by the employee at a time to be mutually agreed upon by the Nursing Home Administrator and the employee, subject to the facility's operational requirements. An employee may accumulate a maximum of three (3) floating days, provided however, that no accumulation of floating days shall be permitted to be carried over from one calendar year to another.

(c) If a shift employee is required to work on a holiday or floating day and is not given compensating time off, the employee shall be paid at twice his normal rate for such holiday or floating day.

(d) A shift employee who works on a holiday or floating day may be given a paid compensating leave day off in lieu of the holiday where agreed upon by the Head of the Department and the employee.

(e) Sections 1 and 2 of this Article shall apply for all non-shift employees at the Nursing Home and Health Related Facility.

**Section 5.**

Part-time employees working 700 hours or more in the period from January – December who work on New Year's Day, Thanksgiving Day and/or Christmas Day shall be paid at one and one half (1.5) times their normal rate for all hours worked during those days.

### **Section 6.**

Employees who are required to work on New Year's Day, Thanksgiving Day and/or Christmas Day shall receive twice their normal rate of pay for all hours worked on those days.

### **Section 7. Floating Days (E-911 only)**

Public Safety Dispatcher Supervisors shall earn one (1) floating day of paid leave in each of the following months: January, February, March, April, May, June, July, August and September. An employee must be on the payroll at least fifteen (15) calendar days during the month in order to accrue a floating holiday. Floating days shall be scheduled at a time mutually agreed upon by the employee and department head.

The "straight time" monetary equivalent (8 hours) of any floating days not used or scheduled by the end of the first payroll in November shall be included for payment to the employee in the November monthly payroll.

## **ARTICLE 9. SICK LEAVE**

### **Section 1.**

Absence from employment by an employee because of illness or disability shall be allowed as sick leave according to the provisions of this Article. Absence from employment because of illness or disability of a member of an employee's family will be treated and allowed as sick leave with the permission, and at the discretion, of the Department Head and/or his Designee.

### **Section 2.**

In the event of a compensable accident or illness where payments are made in accordance with the provisions of the New York State Workers Compensation Law, the County shall be responsible to such employee for the difference between the benefits paid him by the compensation insurance and the amount of pay to which he would have been entitled under regular sick leave pay and such payment shall continue until all sick leave time is exhausted.

### **Section 3.**

(a) An employee shall be entitled to earn sick leave at the rate of one-half working day per bi-weekly pay period and may be taken as earned. An employee shall not earn sick day credits for any bi-weekly pay period unless he is in full pay status for at least five (5) working days during such bi-weekly pay period.



(b) Sick leave days shall be allowed to accumulate to a maximum of 180 days to be held as credit for the employee for future sick leave use.

(c) A maximum of five (5) days of accumulated sick leave in excess of 180 days as of January 1st of each year shall be converted to annual leave.

(d) If, after the first pay day in December, an employee has used five or less sick days for the previous twelve month period (12/1-11/30), the County will allow the employee to convert four (4) sick leave days as follows: add two (2) days to the employee's annual leave balance and the employee will be paid for two (2) days. The payment will be made before Christmas and the additional annual leave will be adjusted after the first of the year. It will be the employee's choice to convert their sick time in this manner. An employee must maintain a balance of at least twenty (20) sick days after the conversion.

(e) Notwithstanding the provision in Article 15 Section 2(d) retiring employees hired prior to March 31, 1977 may elect to be paid for any accumulated sick leave credits in excess of one hundred sixty five (165) days in a lump sum at their rate of pay as of the date of their retirement.

#### **Section 4.**

Approved sick leave time shall for all purposes be considered as continuous service to the County.

#### **Section 5.**

Upon request of department head the employee shall present a physician's certificate for any absence of more than three (3) days for which sick leave is requested. Where the illness or disability is of long duration, a physician's certificate will be required for each two week period of absence from employment for which sick leave is requested.

#### **Section 6.**

Where an employee because of illness or disability, is required to remain away from his employment beyond his earned sick leave days, he or a person on his behalf may petition by letter to the Board of Supervisors for additional sick leave consideration and it shall be within the sole discretion of the Board to affirm, modify or deny such petition.

#### **Section 7.**

Employees working forty (40) hours or more per month, but less than full time shall not be entitled to earn sick leave credits under Section 3.

#### **Section 8.**

Sick leave may be used in fifteen (15) minute segments.

**Section 9.**

Any employee engaging in gainful outside employment, during normal regular scheduled hours, while on sick leave from the County shall not be entitled to sick leave payment, and may be subject to disciplinary action by the County.

**Section 10.**

The CSEA Employees' Sick Leave Bank shall operate in accordance with the Memorandum of Agreement attached hereto.

**ARTICLE 10. RETIREMENT PROGRAM**

The County shall provide under the New York State Retirement System the non-contributory twenty year career plan (Section 75-l) with the guaranteed minimum death benefit, prior service purchase option, and unused sick leave riders.

Employees joining before July 1, 1973	-	Tier 1
Employees joining after July 1, 1973	-	Tier 2
Employees joining after July 1, 1976	-	Tier 3
Employees joining after September 1, 1983	-	Tier 4

**ARTICLE 11. PROMOTIONS**

When a full time employee is promoted to a position in a higher rated employment classification his salary shall be either:

(a) All full time employees shall receive their increments; longevity increases and annual leave bonuses on their anniversary date of their hire date, or date of promotion where appropriate. The pay will be effective on the first day of the payroll period in which the anniversary or promotional date falls.

(b) All full time employees receive general pay increases for their current Hire Rate, Midpoint or Job Rate effective January 1st of each year.

(c) In the event a full-time employee is promoted, his pay will be either:

1. The Hire Rate of the position to which he is promoted; or
2. If the employee's former rate is higher than the promotional Hire Rate, then the employee would be placed at the next higher step so that they receive a minimum of twenty cents (.20) per hour increase in pay, however, not to exceed the Job Rate for the position to which they are promoted.

## **ARTICLE 12. WORK WEEK**

### **Section 1.**

The various work weeks of the County Departments, unless modified by departmental needs, emergencies or other specified situations, shall be:

(a) Highway Department: The regular work week for employees shall be 40 hours per week, 8 hours per day, Friday through Thursday with Saturdays and Sundays off. Such work hours shall be in addition to unpaid meal periods. During base construction season the workday shall be nine hours (credit for the ninth hour will only be given if it is actually worked). Base construction season shall be defined as the second full pay period in May through the first full pay period in September. Contingent upon the needs of the Department, the construction season may be lengthened in any given year by beginning earlier and/or ending later than the "base construction" season. Such annual variations to the construction season shall not require the County to vary the "base construction season" in any future year.

If from time to time, the Superintendent of Highways determines that it is more efficient to have some employees report to the work site, he shall have the right to exercise this option. Any employee related issues that result from this practice shall be addressed immediately through the labor-management process. An employee shall be given reasonable notice to report to a work site.

The Union and Management shall review this procedure on an annual basis (prior to the start of the construction season).

(b) Buildings and Grounds Department and Parks Department: The regular work week for non-clerical employees shall be 40 hours per week; the days and hours worked will be adjusted to the needs of the departments and may vary by service areas, seasonal requirements, and weather. Such work hours shall be in addition to unpaid meal periods.

(c) Nursing Home: Shift employees shall be placed on a fourteen (14) day schedule during which they shall work ten (10) 7.5 hour days. The term "shift employees" shall mean the personnel whose work occurs daily, seven (7) days per week and shall include all Nursing series personnel (Supervising Nurses). Work shifts for Nursing series personnel shall be 7:00 A.M. - 3:00 P.M.; 3:00 P.M. - 11:00 P.M.; 11:00 P.M. - 7:00 A.M.; each shift shall include a thirty (30) minute unpaid meal period. A Supervising Nurse required to report 15 minutes early or remain 15 minutes after his/her shift for patient reporting purposes shall be compensated for the time at his/her hourly rate. The

daily work period for all other shift employees shall be established by the department head to meet the needs of the department and shall include a 30 minute unpaid meal period.

Non-shift employees at the Nursing Home:

1. Employees whose coverage is required on a non-shift basis Monday through Friday:

i) Assistant Housekeeper shall work 37.5 hours per week, during the period from 7:00 A.M. to 4:00 P.M. In addition each employee will have a 30 minute unpaid lunch period each day.

2. Employees whose coverage is required at irregular hours per day daily:

i) Leisure Time Activities Director - the regular work week shall be 37.5 hours per week plus a 30 minute unpaid meal period each day. The daily work periods shall be established by the department head according to the needs of the department.

(d) Except for the departments specified above and certain other individuals, the regular work week of County employees shall be 35 hours per week, 7 hours per day, scheduled between 9:00 A.M. - 5:00 P.M., Friday through Thursday with Saturdays and Sundays off.

(e) Any County department that initiates department wide flexible hours will use the following examples. Starting times may vary from 7:00 A.M. to 10:00 A.M. and quitting times may vary from 3:00 P.M. to 6:00 P.M. All employees must work the hours of 10:00 A.M. to 3:00 P.M. The flex hours must be agreeable between the department head or his/her designee and the employee.

## **Section 2.**

The work week described in Section 1 above shall be the general work week and hours for the categories designated. Employees for whom necessity and emergency requires a different schedule than that generally prescribed shall be in accordance with alternate schedules prepared by the Wayne County Board of Supervisors or a designated department head.

The County agrees to work with the union via labor-management to develop a working definition of "necessity" in specific departments. The parties shall meet within ninety (90) days of contract ratification to commence this process.

## **Section 3.**

All employees are required to report to work at the scheduled time. Any tardiness shall be regarded as a violation of these rules. An employee tardy three times shall be

subject to a written warning. Continued unexcused tardiness may be considered cause for suspension.

#### **Section 4.**

An employee absent on sick leave shall notify his supervisor of such absence and the reason therefore on the first day of such absence and every day thereafter, within one hour after the beginning of his work day; provided, however, that where the work is such that a substitute or coverage by another employee may be required, the appointing authority may require earlier notification, but not more than one hour prior to the beginning of the employee's work day. In cases of emergency a responsible person may call in on the employee's behalf.

If the employee has provided the supervisor with a medical statement giving specific dates of necessary sick leave, it is not necessary to report every day.

#### **Section 5.**

When an employee attends an approved training session, conference, and/or workshop (either mandatory or voluntary) which, including travel time to and from the event, is equivalent to a normal workday (7 hr./35 hr. work week; 7.5 hr./37.5 hr. work week; 8 hr./40 hr. work week), that employee will not be required to return to the worksite to finish the work day.

#### **Section 6.**

The County and the Association agree to conduct discussions for the purpose of developing an emergency closing policy for County employees covered by this agreement. Discussions to be held at mutually agreed times and places with the Wayne County Attorney or Assistant Attorney present.

## **ARTICLE 13. OVERTIME**

#### **Section 1. Regular**

(a) Employees scheduled on a regular work week basis shall be paid at the straight time rate for all hours actually worked up to 40 hours. All hours actually worked in excess of 40 hours in any week shall be paid at the overtime rate of 1.5 times the hourly rate. To qualify for payment at the overtime rate, the work must be authorized in advance by the appropriate supervisor.

(b) Nursing Home employees on a 14 day work schedule shall receive the overtime rate of 1.5 times the hourly rate for all hours actually worked in excess of 7.5 hours a day or in excess of 75 hours in a 14 day work cycle. This shall be done in accordance with

the Fair Labor Standards Act. Sick leave shall not be counted as time worked in the computation of overtime. This provision shall take effect on the first payroll period of the month following ratification of the agreement by both parties. Continuation of this provision beyond one year of implementation shall require the consent of both parties. The parties will meet 60 days prior to the end of this period to make the decision to continue or discontinue this provision.

(c) All authorized overtime shall be calculated and paid to each employee in 15 minute segments.

## **Section 2. Compensation**

All overtime shall be paid at one and one-half (1.5) times the employee's regular hourly rate.

## **Section 3. Pyramiding**

There shall be no pyramiding or duplication of overtime hours.

## **Section 4. Call-In**

When an employee has completed his regular daily shift, is released and then recalled to work, he shall be guaranteed a minimum of four (4) hours of overtime.

### **(E-911 clarification)**

When an employee has completed his/her regular daily shift, is released and then recalled to work, he/she shall be guaranteed a minimum of four (4) hours overtime unless the four hour period overlaps his/her scheduled shift. In cases of overlap he/she shall be paid overtime for call-in hours only.

## **Section 5.**

Overtime shall be distributed as equally as possible among all the employees within their respective departments and the same job classification.

## **Section 6.**

Annual leave, holidays, sick leave, bereavement leave, and compensatory time will be counted towards the calculation of overtime provided:

1) Three or more days are actually worked during the one-half pay period for which overtime is claimed.

2) An employee must actually work the last scheduled day before and the first scheduled day after a holiday.

3) Approved annual leave immediately prior to a holiday, immediately following a holiday, or both shall be scheduled work days for qualification of holiday pay only.

4) Bereavement leave may be used in conjunction with a holiday without loss of pay.

**(E-911 only)**

Annual leave days, holidays and floating days shall be counted as days worked in the computation of overtime. Sick days shall not be counted as days worked in the computation of overtime.

**Section 7.**

At the employees option compensatory time off may be provided for overtime incurred in the necessary performance of duties which results in an extension of the usual work day. Such compensatory time may be taken upon the approval of the employee's supervisor. Hours over 40 hours shall be computed at time and one-half rate in accordance with the Fair Labor Standards Act.

**Section 8. (E-911 only)**

(a) Overtime shall be distributed as equally as possible among all the employees within the Department and the same job classifications. Prescheduled and mandatory overtime shall be offered first to the employee with the least amount of overtime offered. If not filled by canvassing, mandatory overtime shall then be assigned to the employee with the least amount of overtime worked.

(b) Any employee absent for a period of twenty (20) consecutive working days shall have the previous year's monthly average of overtime hours offered and overtime hours actually worked added to that employee's record. No adjustment shall be made for any period of absence of less than twenty (20) consecutive days.

(c) Part time employees will be scheduled a maximum of thirty (30) hours per week. Part time employees will not be offered additional hours until all full time employees on the overtime call list have been canvassed. This provision shall not apply to mandatory commitments for part time employees (i.e. court appearances, training, etc.)

**Section 9.**

E-911 personnel required to report 15 minutes early to their shift for reporting purposes shall be compensated for the time at their hourly rates.

## **ARTICLE 14. SALARIES AND WAGES**

**Section 1.**

Effective 1/1/06 the hourly rates for positions covered in this agreement, whether full time or part-time, shall be increased by 3%. Effective 1/1/07 the hourly rates for positions covered in this agreement, whether full time or part-time, shall be increased by 3%. Effective 1/1/08 the hourly rates for positions covered in this agreement, whether

full time or part time, shall be increased by 3%. Effective 1/1/09 the hourly rates for positions covered in this agreement, whether full time or part time, shall be increased by 3%. Effective 1/1/10 the hourly rates for positions covered in this agreement, whether full time or part time, shall be increased by 3%. During the term of this agreement, salaries shall be paid to full time employees in accordance with the 2006-2010 Salary Schedule annexed hereto as "Appendix A".

## **Section 2.**

Nursing series employees (Supervising Nurses) at the Nursing Home whose shift assignments are either 3:00 P.M. to 11:00 P.M. or 11:00 P.M. to 7:00 A.M. shall receive in addition to their basic wage a \$.60 per hour shift differential.

### **(E-911)**

All full time employees, the majority of whose regularly scheduled working hours fall between 5:00 p.m. and 9:00 a.m. the following day ("A" and "C" lines) shall receive a shift differential of \$.60/hour.

## **Section 3.**

Except in the event of an emergency, no employee shall be required to work in a higher classification unless directed in writing by the supervisor. In the event that such out-of-title service exceeds ten (10) consecutive business days, the employee will receive out-of-title pay for the balance of the assignment. Out-of-title pay shall be at the closest salary step in the grade in which the employee is doing the out-of-title work that would result in an increase as compensation for the out-of-title work. Under no circumstance will that temporary amount be equal to or more than the amount that the same employee would receive if he/she were permanently or provisionally appointed to the higher position.

This provision is not intended to be applicable to:

- (a) "Stand-ins" for employees who are on vacation.
- (b) During posting and approval times required by the contract.

# **ARTICLE 15. HEALTH INSURANCE**

## **Section 1.**

(a) Effective January 1, 2008 or as soon as practicable, the County shall provide each employee covered under this contract with the Wayne County Health Care Plan Point-of-Service Program including Dental (DHP 15) \$15.00 Co-pay. Dental coverage



shall cease upon the employee's retirement or severance from County service regardless of date of hire;

(b) The County will notify CSEA in writing of any change to the DHP 15 Prescription Drug Schedule within five (5) business days from the date any decision is made by the Board of Trustees of the Wayne County Health Care Plan Trust to implement such a change.

(c) When more than one family member is eligible to enroll for coverage under the County's health insurance plans, there shall be no more than one family plan enrollment permitted in any family unit.

(d) Employees may change health insurance options once each year during an open transfer period established by the County. If an employee wants to change plans effective January 1<sup>st</sup> of any given year, he/she must notify the Personnel Office no later than October 15<sup>th</sup>. This opportunity will be in addition to the annual window period. It will be the employee's responsibility to initiate this option. It will not be advertised by the County. Should the County offer new plans through the Trust (i.e. DHP 20), such plans shall be made available to all bargaining unit members.

(e) The premium costs for Health Insurance Coverage shall be paid as follows:

1. All employees covered by this agreement on full pay status on March 31, 1977 will have the full cost of Section 1(a) paid for by the County.
2. All new employees covered by this agreement on full pay status after March 31, 1977 will have the full cost of a single plan paid for by the County. Those employees requiring a Family Plan will have 80% of the cost of the plan paid for by the County.
3. All employees covered by this agreement on less than full pay status on March 31, 1977 will have fifty percent (50%) of the full cost of Section 1(a) paid for by the County.
4. All Part-time employees, who work forty (40) hours or more per month, but less than full time, shall not be covered by any health insurance benefits provided for in article 15.
5. All new employees covered by this agreement on full pay status after March 31, 1977 will have 80% of the cost of a Family Plan paid for by the County.
6. All new employees on full pay status who were hired on or after May 15, 2001 shall have 90% of the cost of a Single Plan paid for by the County.
7. All employees on full pay status who were hired after March 31, 1977 but before May 15, 2001 who are enrolled in a single county sponsored health insurance plan and choose not to participate in the program described in Section 2(d) of this Article shall have the full cost of a Single Plan paid for by the County.

8. Employees hired after March 31, 1977 who enroll in a single health insurance plan on or after May 15, 2001 shall contribute 10% to the cost of the plan.
9. If an employee chooses to participate in the program described in Section 2(d) of this Article he/she will be required to contribute 10% towards the cost of a single plan. The decision to participate in the program is irrevocable.
10. If an employee hired after March 31, 1977 but before January 1, 2001 is enrolled in a family plan switches coverage to a single plan and notifies the County in writing that he/she does not want to participate in the program described in Section 2(d) of this article he/she shall have the Single Plan fully paid for by the County. If the employee does not notify the County of his/her intent not to participate, he/she shall automatically be considered to be a participant in the program described in Section 2(d) of this Article and this designation shall be irrevocable.
11. If an employee who has chosen not to participate in the program described in Section 2(d) of this Article, switches coverage to a family plan and qualifies to participate in the program described in Section 2(d) of this Article upon retirement (retires with 10 consecutive years of service), he/she will have the value of his/her unused sick leave credit reduced by the cumulative total amount he/she should have paid towards the cost of a single plan had he/she chosen to participate when the program was first offered.
12. If an employee enrolled in a single plan, who has chosen not to participate in the program described in Section 2(d) of this Article, decides to participate, he/she must start contributing to the cost of his/her single plan (10%) prior to retirement. Upon retirement the value of the employee's unused sick leave credit will be reduced by the cumulative total amount he/she should have paid towards the cost of a single plan had he/she chosen to participate when the program was first offered.
13. If an employee and his/her spouse both work for the County and at the time of retirement are enrolled in a County sponsored family plan which covers dependent children, both employees unused sick leave credits may be applied to the plan as long as the aggregate monthly contribution does not exceed 80%. An individual's ability to use his/her credits shall cease upon the individual's death. The family plan will automatically convert to single plans when coverage for dependent children ends with each employee using the balance of his/her unused credits towards his/her single plan.

**Section 2.**

- (a) All employees on full pay status prior to April 1, 1977 and retirees or retired employees at age fifty-five (55) or more and who shall have been in a continuous employ

of the County for at least ten consecutive years prior to retirement and who were at the time of retirement members of the Health Insurance Plan will continue to have the full cost of their Health Insurance Plan paid for by the County until their death.

(b) The surviving unremarried spouse of a County employee who retires after January 1, 1986 and who was receiving full paid health insurance at time of death may remain in the group at his/her own expense provided, however that the individual complies with the payment and reporting procedures established by the County. It will be the individual's responsibility to initiate the request for participation in the Group.

(c) All new employees on full pay status after March 31, 1977 who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who are 55 years of age and older and are, at the time of retirement, members of the Health Insurance Plan will be allowed to remain in the Group at their own expense provided, however, they comply with the payment and reporting procedures established by the County.

(d) All employees on full pay status who were hired after March 31, 1977 who have chosen to participate in this program and who shall have been in the continuous employ of the County for at least ten consecutive years prior to retirement and who shall retire from the County under a NYS Retirement plan on or after January 1, 2001 and who at the time of retirement were members of the County health insurance plan shall be entitled to apply the cash value of his/her accumulated unused sick leave (maximum of 180 days/1440 hours for a 40 hours workweek; 1350 hours for a 37.5 hour workweek; 1260 hours for a 35 hour workweek) to his/her medical insurance premium payments upon reaching the age of 55. The cash value of accumulated sick leave shall be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation). The employee may apply this credit towards monthly premiums at any rate up to the County's rate of contribution at the time of retirement (90% for a single plan; 80% for a family plan). At the employee's request, application of the cash value may be deferred until such time as the employee shall notify the County that he/she wishes to have the application made. The credit can only be used toward the cost of a County sponsored health care plan and shall cease upon the death of the employee.

**Section 2A. Continuation of Health Insurance Coverage/Job Related Injury**

When an employee is out of work as a result of an on-the-job injury, the County will continue his/her health insurance coverage at the current County rate of contribution for

the employee from the time the employee leaves the payroll for a period not to exceed six months provided the employee is on an approved leave of absence.

**Section 3. Wayne County Self-Insurance Health Care Program**

(a) After July 1, 1983, the County may put in a self-funded Health Care Program with benefits equal to or better than the current Blue Cross/Blue Shield/Blue Million Preferred Plan including all riders and "x-ray" and "drug" riders.

(b) On each anniversary date thereafter, the Blue Cross/Blue Shield Program referred to above will be analyzed and any improvements tracked will be included in the Wayne County Program.

(c) Employees who are retired or who subsequently retire from County service and are eligible for Health Insurance shall receive benefits at least equal to the scale of benefits at the time of retirement.

Employees who terminate employment prior to retirement shall be offered to continue coverage on a non-group basis without medical examination, or restrictions for pre-existing conditions.

(d) Within ninety (90) days after each anniversary date of the Program, the County shall cause the Plan Administrator to provide the Association with an Annual Report (County wide and Unit wide) that will include claim levels compared to anticipated utilization; number of claims filed and paid with a list of hospitals providing service; projections of plan costs for coming year; accounting of benefit payment to employees and dependents by major line of coverage; list of disputed claims and final determination of each; projections of costs for new or additional benefits; projections of reserve levels (including stop loss premiums) for incurred claims liability; cost of fees incurred during year not previously anticipated; and such other relevant information that will be consistent with providing the Association the opportunity for a comprehensive evaluation of the Program's cost effectiveness and the delivery of Health care benefits.

(e) The County will pass on the savings using the 50-50 split formula in premiums in the cost of the family program to contributing employees in the self-insured plan.

(f) In the event that the County goes to a self-insured program the premium rates will be guaranteed for one year.

(g) If for some unknown reason, the Wayne County Health Care Plan Trust were to dissolve, the County realizes its obligation to negotiate a continuation of health care benefits for covered employees with CSEA.

#### **Section 4. Health Insurance Incentive**

If an employee chooses not to participate in either the negotiated health plan or HMO, the employee shall be paid \$300.00 single, \$500.00 family (if they have given up a County family policy) each year. Proof of other insurance will be required. The payment will be made in a lump sum during the month of December. The payment will be pro-rated for new employees. If a current employee has given up the plan for a full year s/he would be eligible for the full incentive. If a current employee was not covered by a County health care plan for less than one year, s/he would receive a pro-rated monthly amount accordingly. If both spouse's are employed by the County, only the incentive for a single Plan will be paid regardless of plan dropped. Employees must adhere to the County's deadline for submitting the signed incentive form.

#### **Section 5.**

Upon request, the County agrees to enter into nonbinding discussions concerning the continuation of health care coverage after retirement.

### **ARTICLE 15A. DISABILITY INSURANCE**

Effective no later than July 1, 1986 the County shall cause to be implemented New York State Disability Insurance coverage for all employees covered by this Agreement. Employees shall be required to contribute \$.50/week (\$1.00 per payroll period; \$26.00 per year) to the cost of the insurance. The employee shall have the option of using or not using sick leave in conjunction with the receipt of disability payments. The decision not to use sick leave can not be changed during the period that disability payments are being made. Use of sick leave in conjunction with receipt of disability payments shall be in accordance with Section 2 of the current Sick Leave Article.

### **ARTICLE 16. OTHER COMPENSATION**

#### **Section 1. Coveralls & Gloves/Highway Department**

The Automotive Mechanic Foreman will be supplied with five coveralls effective February 1, 1988. The Employer will maintain, clean and replace as needed.

Upon request, the Highway Construction Foreman will be provided with three (3) sets of coveralls each year. The Employer will maintain and clean as needed.

The Employer will supply work gloves to each employee as needed.

Employees shall be responsible for failure to return said coveralls and/or gloves for unreasonable damage thereto.

**Section 1a. Coveralls & Tools/ Parks, Buildings & Grounds Department**

Upon request employees covered by this Agreement shall be provided with a set of coveralls. Employees will be given \$75.00 towards purchase of tools for the employees' use during working hours. It will be the Superintendent of Buildings & Grounds' discretion as to what tools will be purchased.

**Section 1b. Uniforms E-911 Dispatcher Supervisors**

Uniforms and dry cleaning services shall be provided to all Dispatcher Supervisors. The dry cleaning provided by the County shall be by private facility upon award of public bid by the Board of Supervisors. Shoes will be provided as part of the uniform.

If a Public Safety Dispatcher Supervisor is assigned the responsibility of coordinating the training program within the department, he/she will receive an additional \$.55 per hour for all hours worked while holding this assignment.

**Section 2.**

Effective April 1, 1998 unit members who are members of the Nursing Home Staff may purchase meals at the Nursing Home for \$1.75 per meal.

**Section 3.**

Participation in the County's deferred compensation plan by employees shall be voluntary.

**Section 4.**

The mileage allowance for an employee using a personal vehicle in the performance of their duties shall be equal to the IRS fixed mileage allowance. Effective January 1, 1996, if the IRS changes its current fixed mileage allowance, the County shall adopt the new rate as the mileage allowance for the employees as of the effective date of the adoption by the Wayne County Board of Supervisors.

**Section 5.**

Probation Supervisors assigned to On-Call Duty shall receive a \$600.00 pay adjustment effective January 1, 1995.

Employees assigned to stand-by duty shall receive a bonus for such duty in the amount of \$21.00 for duty from 5:00 p.m. to 9:00 a.m. and \$30.00 for duty from 5:00 p.m. to 5:00 p.m. the following day. In order to be eligible to receive said bonus, employees must have a written notice of their assigned status from their respective Department Head. Said notice must be co-signed by the County Administrator.

Stand-by duty means that during the assigned period the employee must be reachable by telephone and/or pager and is required to respond to a call for service within a prescribed time period (i.e. 30 minutes).

**Section 6.**

Effective January 1, 1995, the County shall adopt a Flexible Benefits Plan. Participation in the plan by employees shall be voluntary and at no cost.

**Section 7.**

The County shall provide members of the unit flu shots on an annual basis contingent upon availability from the County Public Health Department.

**Section 8.**

All Part-Time Employees covered by this Agreement, shall be eligible for the benefits under Article 16.

## **ARTICLE 17. DURATION**

This contract shall continue in full force and effect for a period of sixty (60) months commencing January 1, 2006 and ending on December 31, 2010.

## **ARTICLE 18. PROBATIONARY PERIOD OF EMPLOYMENT**

Every permanent appointment from an open competitive list and every original appointment to a position in a non-competitive, exempt or labor class shall be for a probationary term of not less than eight weeks nor more than twenty-six weeks. An appointment shall become permanent upon certification by the department head during the above described period or the expiration of the maximum period or where a civil service examination is required then upon passage thereof and approval by the Personnel Officer. If the conduct or performance of the probationary employee is not satisfactory, his employment may be terminated during the aforescribed period.

In accordance with Rule XIV of the Wayne County Civil Service Rules "a probationer whose services are to be terminated for unsatisfactory service shall receive written notice at least one week prior to such termination, and, upon request, shall be granted an interview with the appointing authority or his representative."

The probationary period for Public Safety Dispatcher Supervisors shall be a minimum of eight (8) weeks and a maximum of fifty-two (52) weeks.

## **ARTICLE 19. VACANCIES**

### **Section 1. Posting**

When a job vacancy or vacancies occur with the County employment, the County will be responsible for posting the announcement of such vacancies at work locations of employees who may be affected by such vacancies at least fifteen calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for the appointment, the number and work location of the vacancies, and salary.

### **Section 2. Application**

When such vacancies are posted as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file application therefore with the County, provided however that such notice must be filed within fifteen (15) days following the announcement of the vacancy. Acceptance of applications after the fifteen (15) days will be at the sole discretion of the appointing officer.

### **Section 3.**

In the event that emergency or necessity requires immediate filling of the position, the provisions of this Article shall not apply.

### **Section 4.**

The provisions of this Article shall apply to all job classifications within the bargaining unit.

### **Section 5.**

(a) All job classifications will be filled in accordance with existing Wayne County Civil Service Rules and Regulations where applicable.

(b) All job classifications not covered by a competitive examination shall be filled by the person deemed the most qualified. Seniority may be used as one of the determining factors for filling a vacancy by the Appointing Officer.

### **Section 6.**

The County agrees that employees of this bargaining unit are exempt from the mandated \$5.00 Civil Service examination filing fee for promotional or open competitive examinations for positions in their respective Departments listed in Appendix A.



## **ARTICLE 20. SENIORITY**

### **Section 1.**

Seniority shall be defined as the length of continuous full time service with the Employer. Full time service shall be defined as being regularly scheduled to work a minimum of seventy (70) hours per payroll period.

### **Section 2.**

Full time temporary and/or full time substitute employment shall not count towards the calculation of an employee's seniority unless:

- (a) The full time temporary and/or full time substitute employment matures into non-temporary or non-substitute status in the same job title with no break in service; or
- (b) The full time temporary and/or full time substitute employment is immediately preceded by and followed by full time service.

**Section 3.** County service as a CETA Public Service Employment (PSE) employee shall not count towards seniority but shall count in the calculation of benefit time accruals, longevity payments and health insurance status.

### **Section 4.**

As used in Section 1, continuous service includes any time period when an employee is: a) on leave of absence; b) on layoff; c) absent from, and unable to perform the duties of his position by reason of a disability resulting from illness or occupational injury or disease; d) such other period of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

### **Section 5.**

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one or more of the following occurs:

- a) he resigns or accepts less than full time employment (unless he is reinstated within the period permitted by any provisions of the Civil Service Law applicable to him);
- b) he is discharged;
- c) he retires;
- d) he refuses to report for work on the agreed date of a recall from layoff;
- e) he fails to return from an approved leave of absence on the scheduled date for return.

### **Section 6.**

If two (2) or more employees are hired or appointed on the same date, their respective seniority shall be cast by lot.

**Section 7.**

Seniority among otherwise similarly qualified personnel shall be the determining factor in shift assignments, annual leave, days off and compensatory time off.

**Section 8.**

Any person hired by the Employer shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work will be increased by the difference between the starting wage or salary and the wage or salary paid to the new employee.

**Section 9.**

The Employer shall provide within four (4) months from the execution of this Agreement, a seniority roster which shall be posted on all bulletin boards for thirty (30) days. All employees shall have a thirty (30) day period within which to appeal their posted seniority date of hire. Any date not appealed at the end of this thirty (30) day period shall automatically become the employee's seniority date of hire.

**Section 10.**

All employees in the competitive class shall, for the purposes of layoff and recall, be governed by the provisions of Section 80 of the Civil Service Law.

**Section 11.**

For purposes of layoff and recall, all employees other than those in the competitive class shall be treated in the following manner: The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority in his current title, the laid off employee may exercise his seniority in his current title, the laid off employee may exercise his seniority to displace an employee with lesser seniority in other lower rated job titles for which there is a direct line of promotion or demotion. If no lower job title exists, then the employee may displace an employee with less seniority in other job titles he has previously held. Recalls shall be in the inverse order of layoff. Part-time employees governed by this agreement will accrue and retain seniority within the part-time ranks.

**Section 12.**

Appropriate layoff units shall be defined and entered into this Agreement at the end of negotiations.

**Section 13.**

Date of hire will be used as the Part-time employee's benefit date.

**ARTICLE 21. SEPARABILITY AND CONSTRUCTION**

**Section 1.**

If the enactment of legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effects as if such invalid portion had not originally been included herein.

**Section 2.**

This contract shall be construed in accordance with the Laws of the State of New York.

**Section 3.**

In the event that any part of this Agreement is made inoperative as provided in Section 1 hereof, then the parties agree to meet within thirty (30) days to renegotiate the negated provisions.

**Section 4. Notice**

The County Personnel Office shall provide to the CSEA President a timely notice of intent to hold an open competitive examination.

**Section 5. Labor-Management Meetings**

The Unit President, CSEA Labor Relations Specialist and County Administrator shall meet a minimum of four (4) times per year to review current labor management relations. The meetings shall include any County Department Representative(s) and Union Steward(s) agreed to by the parties as pertinent to the topics to be discussed. One or both sides must submit a written agenda. Minutes shall be taken and provided to those in attendance subsequent to the meeting.

This is not the proper forum to present grievances.

**Section 5b. Labor Management – E-911**

The labor management process shall be used to address any issues that arise out of negotiated changes in departmental work rules and/or policies.

**Section 6. Personnel Folder Review**

For union/management purposes the employee's departmental personnel folder shall be considered the official folder. Employee counseling sessions will be documented.

The employee shall have the right to examine and comment upon all documents in his folder -- except confidential materials, employer references, and transcripts, subject to the following constraints:

1. Not less than five days before examination, notice of interest should be sent to the department having the employee's file.
2. Subject to administrative convenience, a review time will be arranged within ten days of the receipt of the request.
3. A proctor will be present during the review, and no materials shall be removed from the file.
4. Comments on materials within the folder shall be directed to the appropriate department head and noted for enclosure in the file.

An employee may obtain at his own expense a copy of any document s/he is allowed to examine and/or comment upon under this section.

5. Part-time employees governed by this agreement will be covered by this Section.

#### **Section 7.**

With the exception of disciplinary actions, personnel transactions and work performance ratings, any material in an employee's personnel folder of an adverse nature over three years old shall, upon the employee's written request, be removed from the employee's folder.

#### **Section 8.**

The Personnel Office shall develop and distribute a personnel folder summary sheet for mandatory use by Department Heads. This system shall be implemented in 1998.

## **ARTICLE 22. COMPLIANCE WITH LAW**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE 23. GRIEVANCE PROCEDURE**

### **Section 1. Declaration of Policy**

The purpose of this grievance procedure is to provide an orderly process whereby the employees and their employee organization specified herein may be equitably and

expeditiously settle any grievance that may arise in the course of their employment. Free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall be liberally construed for the accomplishment of those objectives.

## **Section 2.**

As used herein the following terms shall have the following meaning:

- a. "County" means the County of Wayne
- b. "Employee" means any person covered by the bargaining unit
- c. "Supervisors" means persons, regardless of title, who are assigned to exercise a level of supervisory responsibility over employees
- d. "Department Head" means the individual having charge of the grievant's department or his designee
- e. "Grievance" means any claimed violation, misinterpretation or inequitable application of the specific and express terms of this agreement.
  - i. If the allegation involves the claims that a County Work Rule somehow violates the terms of this agreement, it shall be the sole responsibility of the party so alleging to prove, by the preponderance of evidence, that the threshold question of contract applicability and arbitrability is met.
  - ii. Nothing herein shall be deemed to prohibit the County from making application to stay arbitration pursuant to Article 75 CPLR.
  - iii. The County may, but shall not be required to, present evidence to refute the claim on contract applicability and arbitrability.
- f. "Grievant" means the employee and/or the Association

## **Section 3.**

- a) The first stage of procedure shall consist of Grievant's presentation of his grievance in writing to his immediate supervisor who shall, to the extent necessary or appropriate, consult with and permit the Grievant to consult with any of his higher ranking supervisors in direct line below the level of the department head or his designated representative. Discussion and resolution of grievances in the first stage shall be in writing. A written response shall be made within ten (10) days from the receipt of the grievance. Group grievances should be presented in the first instance to the lowest ranking supervisor common to all Grievants in the group.
- b) Grievances shall not be instituted more than thirty (30) calendar days after the date on which the act or omission giving rise to the grievance occurred.

**Section 4.**

The second stage is the final departmental handling of a grievance. If a grievance is not satisfactorily settled at the first stage, the Grievant may request a review and determination thereof by the Head of the Department or his designated representative. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or severally by Grievant and the appropriate supervisor. The Head of the Department or his designated representative shall on request of the Grievant hold an informal hearing within three business days at which time the Grievant may appear and present an oral statement. The final determination of such grievance shall be made by the Head of the Department or his designated representative in writing within ten (10) business days of the submission of the grievance at the second stage, or from the date of informal hearing, if one is held.

**Section 5.**

If the determination made at the second stage is not satisfactory to the Grievant, he shall make written request for review within ten business days from the determination at the second stage and file a copy of the request with the Clerk of the Board of Supervisors of the County of Wayne and the Department Head involved with said matter at the second stage. The Grievance Committee of the Board of Supervisors shall within thirty (30) days or at the next regular scheduled meeting of said Committee, whichever comes first, grant a hearing to the Grievant. The Grievant shall have a minimum of three (3) days notice of said hearing. At that time the Grievant and the department head may present oral and written statements and witnesses. A written finding shall be made within five (5) days after the hearing by the Committee and transmitted to the Grievant.

**Section 6.**

If a satisfactory solution is not reached then the Grievant and/or his representative shall make a request for arbitration within thirty (30) calendar days from the determination at the third stage. A copy of said request shall be filed with the Clerk of the Board of Supervisors. Upon receipt of said request the County and Grievant shall agree upon an arbitrator; or if the parties cannot agree then an application shall be made to the New York State PERB for a list of five (5) arbitrators. Within seven (7) business days of the receipt of the aforementioned list the County and the Grievant shall alternately reject one name until one name remains on the list. The remaining arbitrator shall then hear the matter.

## **Section 7.**

Following selection of an arbitrator the parties shall present the facts relevant to the grievance and the determination thereafter by the arbitrator shall be binding upon both parties. The decision of the arbitrator shall be rendered within thirty (30) calendar days following the close of the hearing. Both parties will share equally the cost of the arbitrator.

## **Section 8.**

A Grievant shall be entitled to an association representative in the presentation and processing of a grievance at all stages under the procedure.

## **Section 9.**

The time limitation for each step of the aforementioned procedure may be waived by mutual agreement of the parties in writing.

## **Section 10.**

A Grievant and his Association representative shall be allowed such time off from their regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this Agreement without loss of pay or annual leave or other time credits.

## **Section 11.**

### **1. Disciplinary Action, Definitions**

Disciplinary action may consist of: written reprimands; suspensions without pay for periods not to exceed two (2) months; fines not to exceed \$200, to be deducted from the salary or wages of the employee in installments; loss of accrued leave credits; demotions in grade and/or title; dismissal from the service; and may be imposed only for incompetency or misconduct.

### **2. Disciplinary Action, Immediate Suspension**

An employee may be suspended by the County without pay for up to thirty (30) days pending the outcome of the grievance procedure, provided that a determination is made by the County that an employee's continued presence on the job would be disruptive to the normal course of business or threaten the safety of fellow employees or the public. In all other cases, disciplinary action may not be imposed except in accordance with this procedure. In cases of suspension prior to hearing, an arbitrator may award back pay or he may consider the period of suspension as part of the appropriate penalty. All awards of back pay shall be limited to the amount of wages the employee would have earned from his employment with the employer but not in excess of the period above defined,

less the amount of any Unemployment Insurance Benefits he may have received during said period and any other compensation for personal services that he has received from any source during said period.

### **3. Disciplinary Action, Notice of Proposed Action**

An employee against who disciplinary action is proposed shall receive a written notice of the proposed action and the reasons therefore. A copy of this notice shall be provided to the Union. Unless a written grievance is filed with the Clerk of the Board of Supervisors within eight (8) days of the receipt of such notification by the employee, the matter will be settled upon the penalty as proposed by the County, and the disciplinary action proposed shall become effective. The notice of proposed disciplinary action shall specify the charges preferred against the employee and the particular alleged acts or conduct, and the date, time and places such acts or conduct occurred, as well as the penalty sought by the County.

### **4. Disciplinary Action, Employee Rights**

Except as otherwise provided in this section, none of the disciplinary penalties listed shall take effect until the completion of the procedure. An employee is entitled to representation by the Union or an attorney at any step of the proceeding. The rights provided in this article extend to all employees in the bargaining unit except probationary and provisional employees of the Employer.

### **5. Disciplinary Action, Waiver of Civil Service Rights**

The parties agree that the procedure provided in this contract shall be the exclusive procedure for the taking of disciplinary action against employees, and the review of such disciplinary action by employees. Any and all rights extended to employees by Section 75 and 76 of the Civil Service Law, or any rule or regulation adopted thereunder, are hereby waived.

### **6. Disciplinary Action, Grievance Procedure**

Any grievance contesting disciplinary action, proposed or taken, shall be filed directly at Step 3 of the grievance procedure provided in this contract. If not resolved at Step 3, the grievance may be submitted to Step 4 in accordance with the grievance procedure provided in this contract.

### **7. Disciplinary Action, Grievance Procedure, Time Limits**

Unless the parties mutually agree to extend the time limits set forth in this procedure a grievance shall be deemed settled on the basis of the relief sought by the grievant if the employer fails to comply with such time limits at each step. The grievance shall be



deemed waived and the grievant shall be barred from proceeding to the next step if the Grievant fails to comply with the aforementioned time limits. No disciplinary proceeding shall be commenced more than three years after the occurrence of the alleged incompetency or misconduct complained of, except that such limitation shall not apply where the incompetency or misconduct complained of would, if proved in a court of competent jurisdiction, constitute a crime.

**Section 12.**

Part-time employees governed by this agreement will be covered by this Article.

## **ARTICLE 24. TUITION REIMBURSEMENT**

**Section 1.**

Subject to the recommendation of the department head and with prior approval of the Personnel Committee of the Board of Supervisors or its designee, tuition reimbursement will be granted to full time employees holding permanent status for course work taken outside of normal working hours provided: a completed request form is submitted to the employee's department head; the course is taken at a local educational institution which is accredited by New York and the Course is directly related to work actually performed by the employee or work which may be reasonably expected to be performed by the employee in the near future.

**Section 2.**

The maximum reimbursement to any employee will be equal to 75% of the actual tuition cost to the employee, to a maximum of \$1,000.00 in any school year (September - August). Actual reimbursement shall be contingent upon the following:

- a) The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.
- b) The employee must still be employed by Wayne County at the time the course is completed.

**Section 3.**

Part-time employees shall be eligible for a maximum reimbursement equal to seventy-five (75) percent of the actual tuition cost to the employee, to a maximum of Five hundred dollars in any school year (September-August). Reimbursement shall be contingent upon the following:

- a) The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.

b) The employee must still be employed by Wayne County at the time the course is completed.

**Section 4.**

Disputes regarding the application of this Article may be resolved by the grievance procedure, except that the third stage shall be the final step.

**ARTICLE 25. HEALTH AND SAFETY COMMITTEE**

The County and the Union agree to establish a health and safety committee to be comprised of three (3) Union and three (3) County representatives. The County representatives shall include the County Administrator and a member of the Board of Supervisors. The Committee shall meet by mutual agreement, but not less than six (6) times a year in odd numbered months, for the purpose of jointly investigating and reviewing health and safety conditions and practices. Employee members of the Health and Safety Committee may attend meetings of the Committee during normal working hours without loss of time or pay.

The County agrees to provide an Employee Assistance Program at no cost to the employee. A joint committee consisting of union and management representatives shall be used to review proposals and make a recommendation to the Personnel committee. The Program shall be implemented by the end of 1998.

**AGREEMENT BETWEEN  
COUNTY OF WAYNE AND  
CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO  
WAYNE COUNTY SUPERVISORY AND EMPLOYEES' UNITS,  
LOCAL 859**

WHEREAS, the County of Wayne ("County") and the Wayne County Supervisory Unit and Employees' Unit of the Civil Service Employees' Association, Inc., Local 859 ("Association") have reviewed the current practice of assigning used County owned vehicles to the Wayne County Mental Health Department and have agreed that this practice may not be the most efficient and economical use of County resources; and

WHEREAS, the County and the Association have met and agreed to certain provisions; now, therefore, be it

RESOLVED, that it is mutually agreed by the parties, as follows:

- 1) The County agrees to purchase not more than ten (10) nor less than eight (8) new vehicles between the period of February 1, 1995 and December 31, 1996 to replace an equal number of used vehicles currently in use at the Wayne County Mental health Department.
- 2) The Association agrees that the make and model of the vehicles purchased shall be at the sole discretion of the County.
- 3) The Association agrees that the vehicles will be used by employees for County business during working hours and are not to be used for personal business including commuting from home to work.
- 4) The Association agrees that if a component program in the Wayne County Mental Health Department is discontinued or reduced to a level of service that no longer requires the availability of a County vehicle, the County is under no obligation to reassign said vehicle to another program component other than as a replacement for an existing vehicle that is no longer serviceable.
- 5) The Association agrees that the County is under no obligation to replace the vehicles referenced in this agreement with new vehicles once they are no longer serviceable. The County reserves the right to replace some or all with used County vehicles subject to the condition that replacement vehicles will meet NYS Vehicle Inspection standards.

**MEMORANDUM OF AGREEMENT BETWEEN  
COUNTY OF WAYNE AND  
CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO  
WAYNE COUNTY SUPERVISORY AND EMPLOYEES' UNITS  
LOCAL 859**

**EARNING AND UTILIZATION OF COMPENSATORY TIME BY  
CSEA EMPLOYEES IN THE WAYNE COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

Effective October 6, 1995 members of the CSEA Employees' and Supervisory Units who hold permanent Civil Service status in the Wayne County Department of Social Services shall have the option to accrue comp time in lieu of paid overtime subject to the following conditions:

- 1) Compensation for earned overtime may be divided between comp time and paid overtime in no less than fifteen (15) minute segments. (Scheduled overtime must still be worked in a minimum block of one hour.) Comp time may accrue to a maximum of seven (7) hours. An employee may earn additional comp time only when his/her comp

time bank falls below seven (7) hours and only to the extent that the seven (7) hour maximum is reached.

2) Subject only to the operating requirements of the Department, employees upon proper notice to their Supervisor and approval of the Commissioner or his/her designee may utilize their earned comp time in increments of not less than fifteen (15) minutes.

3) Comp time may not be used in the same pay period that it is earned.

4) Requests for the use of vacation time shall be given priority over requests for the use of comp time as long as the request for vacation time is made more than forty eight (48) hours before an approved comp time request is scheduled to be used.

5) Any disagreements arising out of the administration of this agreement which cannot be resolved at the Department level shall be referred to a joint labor-management committee for resolution. The committee shall consist of three (3) labor and three (3) management representatives. Decisions of the committee shall be considered final by both parties and not subject to the grievance procedure.

6) This agreement will operate on a trial basis for a one year period. Both parties will formally review the terms of this agreement on a quarterly basis (1/96, 4/96, 7/96, 10/96). Modifications may be made to the agreement with mutual consent of both parties. The intent of both parties is to develop a system for the use of comp time in the Wayne County Department of Social Services which is mutually agreeable to both parties.

**MEMORANDUM OF AGREEMENT BETWEEN  
COUNTY OF WAYNE AND  
CSEA, INC., LOCAL 1000, AFL-CIO, WAYNE COUNTY  
SUPERVISORY AND EMPLOYEES' UNITS, LOCAL 859**

**CSEA EMPLOYEES' SICK LEAVE BANK**

**PURPOSE:**

The purpose of the CSEA Employees' Sick Leave Bank is to provide additional sick days to participating members who have suffered a prolonged illness (defined as an absence of more than five (5) consecutive work days requiring the care of a physician) or are required to provide care and or comfort to an immediate family member (defined as spouse, child or parent) who has suffered a prolonged illness as defined above and meet the following guidelines:

- 1) have exhausted all sick, vacation, personal leave and comp time credits;
- 2) are not receiving or eligible to receive workers' compensation benefits;

3) are not receiving or eligible to receive NYS disability benefits.

#### MEMBERSHIP:

1) Membership in the sick leave bank is open to all County employees who are members of either the Wayne County CSEA Supervisory or Employees' Unit .

2) Application for membership in the sick leave bank may be made as follows:

a) Employees may submit an initial application for membership within sixty (60) days after the date of enactment of the sick leave bank. Membership will become effective immediately.

b) All other employees may join by submitting an application during the open enrollment period, December 1 through December 31. Membership will become effective on January 1 of the following year.

3) To become a member and maintain membership in the sick leave bank, an employee must donate a minimum of one (1) or a maximum of three (3) sick days per calendar year to the bank. Charter members will make their initial donations at the time of application. Thereafter donations will be made during the open enrollment period, December 1 through December 31. Donations made in December shall entitle the employee to participate in the sick leave bank during the following calendar year (January 1 - December 31).

4) Days donated to the sick leave bank are non-refundable.

5) Days donated will be considered as days used when determining eligibility for the sick time buyout program.

6) Employees wishing to terminate membership in the sick leave bank must do so in writing. Letters must be sent to the Wayne County Personnel Office. Termination will become effective at the end of the calendar year in which the request is made. Copies of all termination letters will be forwarded to the sick leave bank committee.

#### ADMINISTRATION:

The Sick Leave Bank shall be administered by a committee of five (5) comprised of three (3) CSEA members and two (2) non-union managerial employees.

#### USE OF SICK LEAVE BANK:

1) Members of the sick leave bank may apply for benefits by completing an application for benefits. This form along with a physician's statement and guidelines may be obtained from the Wayne County Personnel Office. No action will be taken until both of these forms are received by the Personnel Office and forwarded to the Sick Leave Bank

Committee. A decision will be made by the Committee within ten (10) working days of receipt of an application.

2) All decisions of the Committee shall be final and not subject to the grievance procedure. A majority vote of the Sick Leave Bank Committee members is necessary to approve an application for benefits.

3) Before a member can draw on the sick leave bank, all of his/her sick leave, vacation leave, personal leave credits and compensatory time must be exhausted.

4) A member may not draw on the sick leave bank if s/he is eligible for and/or receiving NYS disability benefits or workers' compensation benefits.

5) Applications will be considered in the order in which they are received.

#### **BENEFIT LEVEL:**

1) A member who has contributed three (3) days to the sick leave bank will be eligible for a maximum draw of fifteen (15) days from the bank to be used in half day increments.

2) A member who has contributed two (2) days to the sick leave bank will be eligible for a maximum draw of ten (10) days from the bank to be used in half day increments.

3) A member who has contributed one (1) day to the sick leave bank will be eligible for a maximum draw of five (5) days from the bank to be used in half day increments.

4) A member's benefit level eligibility will be based on his/her most recent contribution to the sick leave bank.

5) If there are more requested days than there are available days, the Sick Leave Bank Committee, may at its discretion, grant fewer days than the maximum allowed.

6) If it is determined that a member is drawing sick leave bank days fraudulently, s/he shall be required to repay all fraudulently obtained benefits either through leave credit accrual or payroll deduction, and shall be prohibited from participating in the sick leave bank.

7) A member shall not accrue additional sick leave or vacation leave credits while receiving sick leave bank days.

#### **SPECIAL CONDITIONS:**

1) If the level of sick days available in the bank is low, the Sick Leave Bank Committee may request permission from the Personnel Committee to solicit members of the sick leave bank for an additional donation or one (1) day. Such a solicitation must be approved by the Personnel Committee and can only be requested once in any calendar year. The decision of the Personnel Committee shall be final and not subject to the grievance procedure.

2) If the Sick Leave Bank Committee believes an application for benefits which does not meet all the criteria required for approval has merit based on unique or extraordinary circumstances, it may petition the Personnel Committee for permission to waive the eligibility criteria and grant the applicant benefits. Each petition shall be reviewed on a case by case basis and a decision in one case shall not be considered as a precedent for future decisions. The decision of the Personnel Committee shall be final and not subject to the grievance procedure.

**MODIFICATIONS:**

Modifications may be made to this agreement with mutual consent of both parties. Proposed modifications must be submitted in writing and it shall be the intent of the parties to commence discussion of a proposed modification within thirty (30) days of receipt.

**MEMORANDUM OF AGREEMENT BETWEEN  
THE COUNTY OF WAYNE AND  
CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO, WAYNE COUNTY  
EMPLOYEES AND SUPERVISORY UNITS, LOCAL 859**

3/14/96

Although new federal regulations require drug and alcohol testing of certain employees, the Public Employees' Fair Employment Act requires the County of Wayne ("County") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Employees and Supervisory Units, Local 859 ("CSEA") to negotiate the impact of the new federal requirements. The County and CSEA agree to the following alcohol and drug testing protocols.

**Section 1: Tests for Drugs and/or Alcohol**

**General:** The County shall have its employees tested for drug and alcohol use in accordance with the Federal Highway Administration regulations, 49 CFR Parts 40, 382, 391, 392, 395, that pertain to employees who operate commercial motor vehicles and are subject to commercial drivers' license requirements pursuant to 49 CFR Part 383. Unless mutually agreed to by the County and CSEA, the County's testing program shall not exceed what is mandated by the federal regulations. The program and its procedures shall be implemented for affected County employees on January 1, 1996.

**Random Testing:** The County shall select a qualified third party administrator to identify employees for random drug and/or alcohol testing conducted in accordance with the federal regulations. The County, upon written request, shall provide CSEA with a list

of employees selected for testing for the sole purpose of verifying the "randomness" of the sample.

**Reasonable Suspicion Testing:** The County has the right to test an employee in the event that there is a reasonable suspicion that an employee may be under the influence of drugs and/or alcohol. When a reasonable suspicion test is required, the employee may consult with legal counsel and/or a CSEA representative as long as such consultation does not cause an unreasonable delay in the testing process.

An employee subject to reasonable suspicion testing will be transported to and from the collection site by the County.

A copy of the written report which led to the reasonable suspicion testing will be made available to the CSEA President upon request.

The final decision to have an employee tested for reasonable suspicion shall be made by the employee's department head or designee. The designee shall in all cases be a managerial (non-union) employee.

Supervisory personnel shall receive refresher training on an annual basis.

**Post Accident Testing:** When a post accident test is required, the employee may consult with legal counsel and/or a CSEA representative as long as such consultation does not cause an unreasonable delay in the testing process.

**Medical Review Officer (MRO):** The County's MRO shall be provided by the third party administrator.

## **Section 2: Testing Procedures**

An employee should make the MRO or collection site supervisor aware of any medication s/he is using at the time of testing.

If a test result of the primary specimen is positive, the affected employee may request that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, sections 40.25 (f) (10) (11), 40.29 (b) (2) (3) and 40.33 (f). This request must be made within seventy-two (72) hours or notification to the employee of the positive test result. The costs associated with the test of a split specimen shall be the responsibility of the employee if the results of the test are positive. The County shall require reimbursement from the employee for the cost of the test within a reasonable period of time not to exceed thirty (30) days.

## **Section 3: Payment of Wages**

To the extent required by the current collective bargaining agreement and the Fair Labor Standards Act, the County shall pay the employee for the time required to comply with



random, post-accident, reasonable suspicion and pre-promotional drug and alcohol testing. It is the County's intent to schedule these tests, whenever possible, during regular working hours. Any required return-to-duty and follow-up testing shall be done on the employee's own time.

#### **Section 4: Call-In Procedure**

At the time an employee is called to report to duty, the employee shall acknowledge the use of any alcohol or any drug or other substance which might impair the employee's ability to perform job duties. In such cases the employee will not be required to report to work.

#### **Section 5: Evaluation and Treatment**

Any costs for an initial evaluation by the substance abuse professional (SAP), selected by the County after consultation with CSEA, shall be borne by the County. Any costs associated with treatment recommended by the SAP shall be the employee's responsibility. All required return-to-duty and follow-up testing shall be paid for by the employee. When a return-to-duty and/or a follow-up test is to be performed, the employee may consult with legal counsel or a CSEA representative as long as the testing process is not delayed or otherwise disrupted.

Upon prior approval by the County, an employee may utilize the services of a substance abuse professional (SAP) other than the one designated by the County.

Any discipline for a positive test result shall be administered in accordance with Article 23 of the appropriate collective bargaining agreement.

Efforts will be made by the County to assign employees who test positive to non-safety sensitive duties if possible and appropriate. This may require the employee to accept a position different from the one s/he held at the time of the positive test.

If a position is not available for any period of time, the employee may draw on any existing vacation, personal leave and/or compensatory time accruals as long as s/he is in compliance with the recommendation of the SAP. The employee may draw on any existing sick time accruals for time spent during normal working hours under the care of a physician or for time spent during normal working hours in scheduled activities prescribed by the SAP. The employee must, upon request by the department head or his/her designee, provide a certificate from a physician and/or SAP recommended professional verifying the time claimed as sick leave.

Reinstatement to the employee's position or an equivalent position may only occur upon certification that the employee has satisfactorily fulfilled the treatment plan prescribed by

the SAP with a recommendation that the employee be returned to regular assignment. Department Heads shall retain the right to assign and manage personnel in accordance with the Civil Service Law and the collective bargaining agreements.

**Section 6: Previous Policies and Procedures**

In the event of a conflict, the federal regulations and this memorandum of agreement shall supersede previous policies and procedures pertaining to drug and alcohol testing.

**Section 7: Copies of Agreement**


The County shall provide each affected employee with a copy of this memorandum of agreement.


**Section 8: Severability**

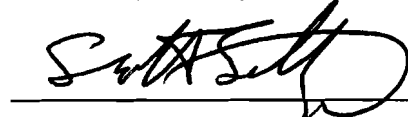
If any provision of this memorandum of agreement conflicts with a statutory or regulatory provision or is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this memorandum of agreement shall remain in full force. The parties shall thereafter meet within ninety (90) days to renegotiate said negated provision.

**IN WITNESS WHEREOF, THE PARTIES, hereunto  
executed this Agreement by their duly  
authorized officers this  
16<sup>th</sup> day of April, 2008**

  
James Hoffman, Chairman  
Wayne County Board of Supervisors

  
Keith Kubasik, County Administrator  
Wayne County

  
Tom Edwards, President  
CSEA Supervisory Unit

  
Scott Seltzer, CSEA  
Labor Relations Specialist

**APPENDIX "A"**  
**2006 SALARY SCHEDULE**

<b>GRADE</b>	<b>TITLE</b>	<b>HIRE RATE</b>	<b>MIDPOINT</b>	<b>JOB RATE</b>
1.	Assistant Housekeeper Leisure Time Activities Director	\$ 16.028	16.285	16.544
2.	Public Safety Dispatch Supervisor	\$ 17.544	18.263	18.568
3.	Accountant Principal Audit Clerk Principal Account Clerk Principal Tax Clerk Sr. Building Maintenance Mechanic	\$17.987	18.275	18.568
4.	Sr. Maintenance Mechanic Park Foreman Highway Construction Foreman Automotive Mechanic Foreman Highway Bridge Construction Foreman Sign Maintenance Foreman	\$ 19.260	19.513	19.771
5.	Sr. Social Work Assistant	\$ 18.103	19.315	20.271
6.	Sr. Support Investigator Sr. Social Welfare Examiner Employment Coordinator	\$ 19.627	19.924	20.221
7.	Maintenance Foreman	\$ 20.742	21.107	21.474
8.	Accounting Supervisor Coordinator of Services for Aging Sr. Real Property Tax Services	\$ 21.084	21.381	21.673
9.	Supervising Support Investigator Principal Social Welfare Examiner Managed Care Coordinator	\$ 21.721	22.024	22.328
10.	Motor Vehicle Bureau Supervisor Counseling Supervisor	\$ 22.011	22.305	22.601
11.	Radiological/Hazmat Officer	\$ 22.955	23.249	23.541
12.				
13.	Assistant Director Data Processing (Op.) Tax Map Supervisor	\$ 25.109	25.405	25.697
14.	Probation Supervisor	\$ 25.573	25.865	26.157

15.	Supervising Public Health Nurse Supervising Nurse	\$ 25.573	26.157	28.095
16.	Network Support Supervisor	\$ 30.586	30.880	31.175
--				
	Sr. Criminal Records Clerk	\$ 16.430	00.000	17.143
	Sr. Account Clerk (Civil)	\$ 14.327	00.000	15.905

**LONGEVITY:** Longevity shall be paid according to the following schedule.

Longevity payments will be included in the hourly rate for purposes of calculating overtime.

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
After 5 Years	\$350	\$350	\$350	\$350	\$350
After 7 Years	\$550	\$550	\$550	\$550	\$550
After 10 Years	\$950	\$950	\$950	\$950	\$950
After 13 Years	\$1200	\$1200	\$1200	\$1200	\$1200
After 16 Years	\$1450	\$1450	\$1450	\$1450	\$1450
After 20 Years	\$1700	\$1700	\$1700	\$1700	\$1700
After 25 Years	\$2000	\$2000	\$2000	\$2000	\$2000

### 2007 SALARY SCHEDULE

GRADE	TITLE	HIRE RATE	MIDPOINT	JOB RATE
1.	Assistant Housekeeper Leisure Time Activities Director	\$ 16.509	16.774	17.040
2.	Public Safety Dispatch Supervisor	\$ 18.070	18.811	19.125
3.	Accountant Principal Audit Clerk Principal Account Clerk Principal Tax Clerk Sr. Building Maintenance Mechanic	\$ 18.526	18.824	19.125
4.	Sr. Maintenance Mechanic Park Foreman Highway Construction Foreman Automotive Mechanic Foreman Highway Bridge Construction Foreman Sign Maintenance Foreman	\$ 19.838	20.099	20.364
5.	Sr. Social Work Assistant	\$ 18.646	19.894	20.880
6.	Sr. Support Investigator Sr. Social Welfare Examiner Employment Coordinator	\$ 20.215	20.522	20.828
7.	Maintenance Foreman	\$ 21.364	21.740	22.119
8.	Accounting Supervisor Coordinator of Services for Aging Sr. Real Property Tax Services	\$ 21.717	22.022	22.323
9.	Supervising Support Investigator Principal Social Welfare Examiner Managed Care Coordinator	\$ 22.372	22.685	22.998
10.	Motor Vehicle Bureau Supervisor Counseling Supervisor	\$ 22.671	22.974	23.279
11.	Radiological Hazmat Officer	\$ 23.643	23.947	24.247
12.				
13.	Assistant Director Data Processing (Op.) Tax Map Supervisor	\$ 25.863	26.167	26.468
14.	Probation Supervisor	\$ 26.340	26.641	26.942

15.	Supervising Public Health Nurse Supervising Nurse	\$ 26.340	26.942	28.938
16.	Network Support Supervisor	\$ 31.503	31.807	32.110
	--			
	Sr. Criminal Records Clerk	\$ 16.922	00.000	17.658
	Sr. Account Clerk (Civil)	\$ 14.757	00.000	16.382

**LONGEVITY:** Longevity shall be paid according to the following schedule.

Longevity payments will be included in the hourly rate for purposes of calculating overtime.

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
After 5 Years	\$350	\$350	\$350	\$350	\$350
After 7 Years	\$550	\$550	\$550	\$550	\$550
After 10 Years	\$950	\$950	\$950	\$950	\$950
After 13 Years	\$1200	\$1200	\$1200	\$1200	\$1200
After 16 Years	\$1450	\$1450	\$1450	\$1450	\$1450
After 20 Years	\$1700	\$1700	\$1700	\$1700	\$1700
After 25 Years	\$2000	\$2000	\$2000	\$2000	\$2000

### 2008 SALARY SCHEDULE

GRADE	TITLE	HIRE RATE	MIDPOINT	JOB RATE
1.	Assistant Housekeeper Leisure Time Activities Director	\$ 17.004	17.277	17.551
2.	Public Safety Dispatch Supervisor	\$ 18.612	19.375	19.699
3.	Accountant Principal Audit Clerk Principal Account Clerk Principal Tax Clerk Sr. Building Maintenance Mechanic	\$ 19.082	19.388	19.699
4.	Sr. Maintenance Mechanic Park Foreman Highway Construction Foreman Automotive Mechanic Foreman Highway Bridge Construction Foreman Sign Maintenance Foreman	\$ 20.433	20.702	20.975
5.	Sr. Social Work Assistant	\$ 19.206	20.491	21.506
6.	Sr. Support Investigator Sr. Social Welfare Examiner Employment Coordinator	\$ 20.822	21.138	21.452
7.	Maintenance Foreman	\$ 22.005	22.392	22.782
8.	Accounting Supervisor Coordinator of Services for Aging Sr. Real Property Tax Services	\$ 22.368	22.683	22.993
9.	Supervising Support Investigator Principal Social Welfare Examiner Managed Care Coordinator	\$ 23.043	23.366	23.688
10.	Motor Vehicle Bureau Supervisor Counseling Supervisor	\$ 23.352	23.663	23.978
11.	Radiological Hazmat Officer	\$ 24.353	24.665	24.974
12.				
13.	Assistant Director Data Processing (Op.) Tax Map Supervisor	\$ 26.638	26.952	27.262
14.	Probation Supervisor	\$ 27.130	27.441	27.750

15.	Supervising Public Health Nurse Supervising Nurse	\$ 27.130	27.750	29.806
16.	Network Support Supervisor	\$ 32.449	32.761	33.074
	--			
	Sr. Criminal Records Clerk	\$ 17.430	00.000	18.187
	Sr. Account Clerk (Civil)	\$ 15.200	00.000	16.873

**LONGEVITY:** Longevity shall be paid according to the following schedule.

Longevity payments will be included in the hourly rate for purposes of calculating overtime.

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
After 5 Years	\$350	\$350	\$350	\$350	\$350
After 7 Years	\$550	\$550	\$550	\$550	\$550
After 10 Years	\$950	\$950	\$950	\$950	\$950
After 13 Years	\$1200	\$1200	\$1200	\$1200	\$1200
After 16 Years	\$1450	\$1450	\$1450	\$1450	\$1450
After 20 Years	\$1700	\$1700	\$1700	\$1700	\$1700
After 25 Years	\$2000	\$2000	\$2000	\$2000	\$2000



### 2009 SALARY SCHEDULE

GRADE	TITLE	HIRE RATE	MIDPOINT	JOB RATE
1.	Assistant Housekeeper Leisure Time Activities Director	\$ 17.514	17.795	18.078
2.	Public Safety Dispatch Supervisor	\$ 19.171	19.956	20.290
3.	Accountant Principal Audit Clerk Principal Account Clerk Principal Tax Clerk Sr. Building Maintenance Mechanic	\$ 19.655	19.970	20.290
4.	Sr. Maintenance Mechanic Park Foreman Highway Construction Foreman Automotive Mechanic Foreman Highway Bridge Construction Foreman Sign Maintenance Foreman	\$ 21.046	21.323	21.604
5.	Sr. Social Work Assistant	\$ 19.782	21.106	22.151
6.	Sr. Support Investigator Sr. Social Welfare Examiner Employment Coordinator	\$ 21.447	21.772	22.096
7.	Maintenance Foreman	\$ 22.665	23.064	23.466
8.	Accounting Supervisor Coordinator of Services for Aging Sr. Real Property Tax Services	\$ 23.039	23.363	23.683
9.	Supervising Support Investigator Principal Social Welfare Examiner Managed Care Coordinator	\$ 23.735	24.067	24.399
10.	Motor Vehicle Bureau Supervisor Counseling Supervisor	\$ 24.052	24.373	24.697
11.	Radiological Hazmat Officer	\$ 25.083	25.405	25.724
12.				
13.	Assistant Director Data Processing (Op.) Tax Map Supervisor	\$ 27.438	27.761	28.080
14.	Probation Supervisor	\$ 27.944	28.264	28.582

15.	Supervising Public Health Nurse Supervising Nurse	\$ 27.944	28.582	30.701
16.	Network Support Supervisor	\$ 33.422	33.744	34.066
--				
	Sr. Criminal Records Clerk	\$ 17.953	00.000	18.733
	Sr. Account Clerk (Civil)	\$ 15.656	00.000	17.379

**LONGEVITY:** Longevity shall be paid according to the following schedule.

Longevity payments will be included in the hourly rate for purposes of calculating overtime.

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
After 5 Years	\$350	\$350	\$350	\$350	\$350
After 7 Years	\$550	\$550	\$550	\$550	\$550
After 10 Years	\$950	\$950	\$950	\$950	\$950
After 13 Years	\$1200	\$1200	\$1200	\$1200	\$1200
After 16 Years	\$1450	\$1450	\$1450	\$1450	\$1450
After 20 Years	\$1700	\$1700	\$1700	\$1700	\$1700
After 25 Years	\$2000	\$2000	\$2000	\$2000	\$2000

## 2010 SALARY SCHEDULE

GRADE	TITLE	HIRE RATE	MIDPOINT	JOB RATE
1.	Assistant Housekeeper Leisure Time Activities Director	\$ 18.039	18.329	18.620
2.	Public Safety Dispatch Supervisor	\$ 19.746	20.555	20.898
3.	Accountant Principal Audit Clerk Principal Account Clerk Principal Tax Clerk Sr. Building Maintenance Mechanic	\$ 20.244	20.569	20.898
4.	Sr. Maintenance Mechanic Park Foreman Highway Construction Foreman Automotive Mechanic Foreman Highway Bridge Construction Foreman Sign Maintenance Foreman	\$ 21.677	21.962	22.252
5.	Sr. Social Work Assistant	\$ 20.375	21.739	22.816
6.	Sr. Support Investigator Sr. Social Welfare Examiner Employment Coordinator	\$ 22.090	22.425	22.759
7.	Maintenance Foreman	\$ 23.345	23.756	24.170
8.	Accounting Supervisor Coordinator of Services for Aging Sr. Real Property Tax Services	\$ 23.730	24.064	24.393
9.	Supervising Support Investigator Principal Social Welfare Examiner Managed Care Coordinator	\$ 24.447	24.789	25.131
10.	Motor Vehicle Bureau Supervisor Counseling Supervisor	\$ 24.774	25.104	25.438
11.	Radiological Hazmat Officer	\$ 25.836	26.167	26.495
12.				
13.	Assistant Director Data Processing (Op.) Tax Map Supervisor	\$ 28.261	28.593	28.923
14.	Probation Supervisor	\$ 28.782	29.112	29.440

15.	Supervising Public Health Nurse Supervising Nurse	\$ 28.782	29.440	31.622
16.	Network Support Supervisor	\$ 34.425	34.756	35.088
--				
	Sr. Criminal Records Clerk	\$ 18.492	00.000	19.295
	Sr. Account Clerk (Civil)	\$ 16.126	00.000	17.901

**LONGEVITY:** Longevity shall be paid according to the following schedule.

Longevity payments will be included in the hourly rate for purposes of calculating overtime.

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
After 5 Years	\$350	\$350	\$350	\$350	\$350
After 7 Years	\$550	\$550	\$550	\$550	\$550
After 10 Years	\$950	\$950	\$950	\$950	\$950
After 13 Years	\$1200	\$1200	\$1200	\$1200	\$1200
After 16 Years	\$1450	\$1450	\$1450	\$1450	\$1450
After 20 Years	\$1700	\$1700	\$1700	\$1700	\$1700
After 25 Years	\$2000	\$2000	\$2000	\$2000	\$2000